

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)  
(Jointly Administered)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<u>Monarch Debt Recovery Master Fund Ltd</u> Name of Transferee	<u>Barclays Bank PLC</u> Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): <u>47617</u> Total Amount of Claim as Filed: <u>\$495,285.00</u>
Monarch Debt Recovery Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564 Email: michael.gillin@monarchlp.com; fundops@monarchlp.com	Amount of Claim as Filed with respect to ISIN XS0282208049: <u>\$495,285.00</u> Amount of Claim Transferred with respect to ISIN XS0282208049: <u>\$223,125.89 (or 45.050% of the above Amount of Claim as Filed)</u>
Name and Address where transferee payments should be sent (if different from above): N/A	Amount of Claim as Allowed pursuant to the Notice of Proposed Allowed Claim Amount with respect to ISIN XS0282208049: <u>\$496,687.02</u> Amount of Claim Transferred with respect to ISIN XS0282208049: <u>\$223,757.50 (or 45.050% of the above Amount of Claim as Allowed)</u>
	Date Claim Filed: <u>10/27/2009</u> Debtor: <u>Lehman Brothers Holdings Inc.</u>
	Name and Address of Transferor:  Barclays Bank PLC 745 Seventh Avenue New York, New York 10019 Attention: Daniel Crowley/Daniel Miranda Telephone: 212 412 2865 E-mail: Daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

**\*\*PLEASE SEE ATTACHED DOCUMENTS\*\***

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

**MONARCH DEBT RECOVERY MASTER FUND LTD**

By: Monarch Alternative Capital LP  
Its: Advisor

**Christopher Santana**  
**Managing Principal**

By: \_\_\_\_\_  
Name of Transferee/Transferee's Agent

Date: May 30, 2012

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

Exhibit A

Evidence of Transfer from Transferor to Transferee

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Barclays Bank PLC** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **those certain individual purchasers set forth in Schedule 1 attached hereto** (each an "**Individual Purchaser**"), and each Individual Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable percentage/nominal amount** specified in **Schedule 1** attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **47617** filed by or on behalf of **Colina Bedat, S.L.** (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in **Schedule 1** attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"). For the avoidance of doubt, each Individual Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to each Individual Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in **Schedule 1** attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in any Individual Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to each Individual Purchaser all notices it has received with respect to the Transferred Claims, including without limitation, the Notice of Proposed Claim Amount, dated August 24, 2011, and any revision thereto (collectively, the "**Notice**"); (h) Seller did not deliver a Response (as defined in the Notice) with respect to the Transferred Claims; and (i) Seller has received the first distribution relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, in the same time, manner and amount as other unsecured creditors of the same class of claims generally.

3. Seller hereby waives any objection to the transfer of the respective Transferred Claims to each Individual Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by each Individual Purchaser for all purposes in the case, including, without limitation, for

voting and distribution purposes with respect to the applicable portion of the Transferred Claims. Each Individual Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to each Individual Purchaser the Transferred Claims, recognizing each Individual Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to each Individual Purchaser, in each case with respect to the applicable portion of the Transferred Claims.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Each Individual Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold each Individual Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to each Individual Purchaser, as applicable. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to each Individual Purchaser the applicable portion of each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as each Individual Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and each Individual Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and each Individual Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and each Individual Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

8. For the avoidance of doubt, the Seller and each Individual Purchaser acknowledge and understand that each Individual Purchaser is executing this agreement solely in its individual capacity with respect to its Purchased Claim, and that all obligations and/or liabilities of an Individual Purchaser hereunder with are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

*[signatures on following pages]*

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 30 day of May 2012.

**Barclays Bank PLC**

By:   
Name: DANIEL CROWLEY  
Title: MANAGING DIRECTOR

Address  
745 Seventh Ave  
New York, NY 10019

**Monarch Debt Recovery Master Fund Ltd**  
By: Monarch Alternative Capital LP  
Its: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address  
Monarch Debt Recovery Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Opportunities Master Fund Ltd**  
By: Monarch Alternative Capital LP  
Its: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address  
Monarch Opportunities Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Oakford MF Limited**  
By: Monarch Alternative Capital LP  
Its: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address  
Oakford MF Limited

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 30 day of May 2012.

**Barclays Bank PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address  
745 Seventh Ave  
New York, NY 10019

**Monarch Debt Recovery Master Fund Ltd**

By: Monarch Alternative Capital LP  
Its: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Christopher Santana**  
**Managing Principal**

Address  
Monarch Debt Recovery Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Opportunities Master Fund Ltd**

By: Monarch Alternative Capital LP  
Its: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Christopher Santana**  
**Managing Principal**

Address  
Monarch Opportunities Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Oakford MF Limited**

By: Monarch Alternative Capital LP  
Its: Advisor

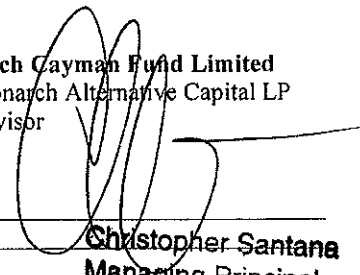
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Christopher Santana**  
**Managing Principal**

Address  
Oakford MF Limited

c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Cayman Fund Limited**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: Christopher Santana  
Title: Managing Principal

Address  
Monarch Cayman Fund Limited  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
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ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Capital Master Partners II-A LP**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: Christopher Santana  
Title: Managing Principal

Address  
Monarch Capital Master Partners II-A LP  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564



**Monarch Capital Master Partners II LP**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: Christopher Santana  
Title: Managing Principal

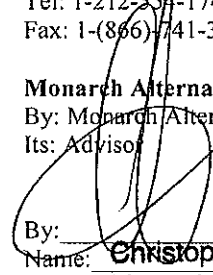
Address  
Monarch Capital Master Partners II LP  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**P Monarch Recovery Ltd**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: Christopher Santana  
Title: Managing Principal

Address  
P Monarch Recovery Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Alternative Solutions Master Fund Ltd**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: Christopher Santana  
Title: Managing Principal

Address  
Monarch Alternative Solutions Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

**Monarch Research Alpha Master Fund Ltd**  
By: Monarch Alternative Capital LP  
Its: Advisor

By:   
Name: \_\_\_\_\_  
Title: **Christopher Santana**  
**Managing Principal**

Address  
Monarch Research Alpha Master Fund Ltd  
c/o Monarch Alternative Capital LP  
535 Madison Avenue, Floor 26  
New York, NY 10022  
ATTN: Michael Gillin  
E-Mail: michael.gillin@monarchlp.com;  
fundops@monarchlp.com  
Tel: 1-212-554-1743  
Fax: 1-(866)-741-3564

Schedule I

Transferred Claims

Purchased Claim

On the original Proof of Claim filed on October 27, 2009, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate \$495,285.00 which is 100% of the total Proof of Claim Amount of \$495,285.00 (in each case, plus applicable accrued and unpaid interest and other amounts).

*Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate \$496,687.02, which is 100% of the total Notice of Proposed Allowed Claim Amount of \$496,687.02.*

Lehman Programs Securities to which Transfer Relates

Individual Purchaser	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal Amount (EUR/USD)/ Percentage of Total Principal Amount	Maturity	Allowed Amount Purchased (USD)/ Percentage of Total Allowed Amount for ISIN under POC <sup>1</sup>
Monarch Debt Recovery Master Fund Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR157,675.00/ \$223,125.89/ 45.050%	9 Feb. 2012	\$223,757.50/ 45.050%

<sup>1</sup> For the avoidance of doubt, the amounts in this column are equivalent to the portion of the Allowed Claim Amount (and corresponding percentages) being transferred to each Individual Purchaser.

Schedule I--I


Monarch Opportunities Master Fund Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR79,100.00/ \$111,934.41/ 22.60%	9 Feb. 2012	\$112,251.27/ 22.60%
Oakford MF Limited	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR10,266.67/ \$14,528.36/ 2.933333333%	9 Feb. 2012	\$14,569.48/ 2.933333333%
Monarch Cayman Fund Limited	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR20,475.00/ \$28,974.17/ 5.850%	9 Feb. 2012	\$29,056.19/ 5.850%
Monarch Capital Master Partners II-A LP	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR22,341.67/ \$31,615.69/ 6.383333333%	9 Feb. 2012	\$31,705.19/ 6.383333333%

	Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR6,883.33/ \$9,740.61/ 1.966666667%	9 Feb. 2012	\$9,768.18/ 1.966666667%
Monarch Capital Master Partners II LP	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR22,691.67/ \$32,110.98/ 6.483333333%	9 Feb. 2012	\$32,201.88/ 6.483333333%
P Monarch Recovery Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR15,108.33/ \$21,379.80/ 4.316666667%	9 Feb. 2012	\$21,440.32/ 4.316666667%
Monarch Alternative Solutions Master Fund Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.			

Monarch Research Alpha Master Fund Ltd	Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR15,458.33/ \$21,875.09/ 4.416666667%	9 Feb. 2012	\$21,937.01/ 4.416666667%
	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program						

Exhibit B

Proof of Claim

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al, 08-13555 (JMP) 0000047617	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>COLINA BEDAT, S.L.</b> <b>CALLE ALBUERA, 13, ESC.2 - 1ºB, 41001 SEVILLA (SPAIN)</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Telephone number: _____ Email Address: _____			
Name and address where payment should be sent (if different from above)  <b>0034 667 75 5240</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: <b>ELENA HURIE @COLINABEDAT.ES</b>			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. <b>Amount of Claim: \$ 495,285.00 \$ (Required) EURUSD X-Rate Applied: 1.4151 (09/15/08) ECB</b>			
<input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. <b>International Securities Identification Number (ISIN): XS0282208049 (Required)</b>			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: CA01150 (Required)</b>			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: CLEARSTREAM 16632 (Required)</b>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;"><b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b>  <b>OCT 27 2009</b>  <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b></div>	
Date: 22/10/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any. <b>COLINA BEDAT, S.L.</b> <b>C.I.F. B-91.226.167</b>			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

04/2005 SPECIAL NOTARIAL PAPER

6F4516362

Pedro Antonio Romero Candau  
*Notary Public*  
Plaza de la Magdalena, 9 - 3  
Tel: 422 63 00 - Fax: 4225655

[SEAL: NOTARY OFFICE OF PEDRO

[stamp: €0.15]

ANTONIO ROMERO CANDAU, SEVILLE)

NUMBER THREE THOUSAND TWO HUNDRED AND SIXTY THREE.-----

-----DEED OF POWER OF ATTORNEY-----

AT SEVILLE, on the twenty seventh of June of Two Thousand and Five.-----

Before me, PEDRO ANTONIO ROMERO CANDAU, Notary Public of the Notary  
Association of Seville. -----

----- APPEARING -----

TERESA RELINQUE CHACON, of legal age, married, resident of Seville,  
with address at calle Cristo del Calvario, number 5, 2 derecha and with D.N.I. (national  
identification document) and N.I.F. (tax identification number) 28222477-M which I  
have verified.-----

I know the party appearing personally. -----

APPEARING: for and on behalf of "COLINA BEDAT, SOCIEDAD DE  
RESPONSABILIDAD LIMITADA", a company of indefinite duration with its  
registered office at calle Cristo del Calvario, number 5, 2 derecha, Seville, which was  
constituted by virtue of the deed executed before me on the twenty sixth of July of two  
thousand and two with protocol number 4047, registered in the Companies Registry of  
Seville in volume 3530, folio 171, page number SE-49550, entry 1, and with



C.I.F.(Corporate Tax Identification Number) B-91226167.-----

The above party has the legal capacity required to execute this deed by virtue of:-----

- a) Her position as Chairwoman of the Board of Directors of the Company, with such appointment, acceptance and registration being recorded in the deed of constitution mentioned above.-----
- b) By agreement of the Board of Directors adopted at its meeting held on the twenty fourth of June of two thousand and five, as evidenced by the certificate issued by Magdalena Haurie Relinque, Secretary of the Board of Directors, with the approval of the Chairwoman Teresa Relinque Chacón which I have seen and authenticate following comparison of the signatures with other duly authenticated signatures. This certificate is annexed to this master copy and as many copies shall be made of the same as are made of this deed.-----

The party appearing has confirmed to me the legal status of the company which she represents and that the powers which she holds are in full effect.

**Assessment by the authorising Notary Public as to the authority of the executor of this deed:** I, the Notary Public, after examining the documents mentioned above and which are annexed to this deed as I deem appropriate, consider that the party appearing has due authority to execute this deed of **power of attorney**.-----

**== = WITH THE FOLLOWING TERMS= = =**

This power of attorney is granted in favour of MARIA ELENA HAURIE RELINQUE, of legal age, lawfully separated, resident of Seville, with address at calle

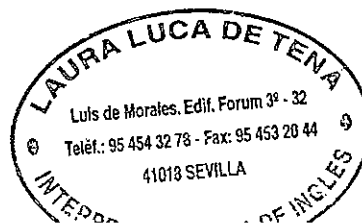


04/2005 SPECIAL NOTARIAL PAPER 6F4516361  
[SEAL: NOTARY OFFICE OF PEDRO [STATE STAMP] [stamp: €0.15]  
ANTONIO ROMERO CANDAU, SEVILLE)

Marqués de Paradas, number 18, 1, E, with D.N.I. (national identification document)  
number 28759491-S to exercise the following powers for and on behalf of the company  
**COLINA BEDAT, S.A:** -----

**=== POWERS ===**

- 1) To carry out any operations in relation to the current accounts of the grantor company, including to sign cheques and other documents drawn against the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order documents; to formalise, modify or cancel contracts to open deposits, current accounts, term deposits or any other similar contract; to request certification or details of any bank statements of the company; to rent safety deposit boxes or terminate any such contracts; to establish direct debits or credit transfers for payments and deposits; to make or receive transfers; to request, obtain or cancel credit or debit cards in favour of the grantee of this power of attorney, the company or any other person related with the same; to constitute, modify and cancel contracts for the deposit of securities, fixed, variable or mixed income funds or of any other type; to formalise, modify and cancel lease, rental or factoring agreements or of any other kind; to charge fees for collection or payment of any kind of service or obligation assumed by the company or in favour of the same and in general to carry out any of the typical operations,



whether credit or debit operations, with credit entities and for any amount, with  
the exception of those regarding constitution of loans with or without security. ----

-----EXECUTION-----

After having read this deed in accordance with article 193 of the Notarial  
Regulations, I have advised the party appearing of the matters required by law,  
following which she has **accepted** its terms and affixed her **signature** -----

-----AUTHORISATION-----

I HEREBY CERTIFY the entire content of this public instrument issued on two  
sheets of notarial paper with the official state stamp, series 6D, numbers 7577470  
and the following pages numbered consecutively . -----

[This document has been signed by the party appearing. Signed:Pedro Romero  
Candau- Sealed – The Notary Public's seal is affixed]-----

-----  
-----  
-----

-----ANNEXED DOCUMENTS-----



04/2005 SPECIAL NOTARIAL PAPER 6F4516360  
[SEAL: NOTARY OFFICE OF PEDRO [STATE STAMP] [stamp: illegible]  
ANTONIO ROMERO CANDAU, SEVILLE)

I, MAGDALENA HAURIE VIGNE, Secretary of the Board of Directors of the  
business corporation "COLINA BEDAT, SOCIEDAD DE  
RESPONSABILIDAD LIMITADA", " with its registered office at calle Cristo  
del Calvario, number 5, 2 derecha, Seville, registered in the Company Register  
of Seville in volume 3530, folio 171, page number SE-49550, entry 1, and with  
C.I.F.(Corporate Tax Identification Number) B-91226167

HEREBY CERTIFY:

That the Minute Book containing the resolutions of the Company includes a  
resolution by the Board of Directors which states literally for the current  
purposes:

"At the registered office on the 24<sup>th</sup> of June 2005.

PRESENT:

All the members of the Board of Directors being present, it is hereby  
unanimously RESOLVED:

1. To grant Maria Elena Haurie Relinque power of attorney to act for and on  
behalf of the company to carry out any of the following:

To carry out any operations in relation to the current accounts of the  
grantor company, including to sign cheques and other documents drawn against



the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order documents; to formalise, modify or cancel contracts to open deposits, current accounts, term deposits or any other similar contract; to request certification or details of any of the bank statements of the company; to rent safety deposit boxes or terminate any such contracts; to establish direct debits or credit transfers for payments and deposits; to make or receive transfers; to request, obtain or cancel credit or debit cards in favour of the grantee of this power of attorney, the company or any other person related with the same; to constitute, modify and cancel contracts for the deposit of securities, fixed, variable or mixed income funds or of any other type; to formalise, modify and cancel lease, rental or factoring agreements or of any other kind; to charge fees for collection or payment of any kind of service or obligation assumed by the company or in favour of the same and in general to carry out any of the typical operations, whether credit or debit operations, with credit entities and for any amount, with the exception of those regarding constitution of loans with or without security.

2. To authorise Teresa Relinque Chacón to appear before a Notary Public to execute the corresponding public instrument.

In witness whereof this certificate is issued at Seville on the 24th of June 2005.

APPROVED: THE CHAIRWOMAN      THE SECRETARY

[Signature: illegible]

[signature: illegible]

I, the Notary Public, HEREBY ATTEST that THIS IS AN AUTHORISED COPY of the original document with the protocol number indicated of my Records of public



04/2005 SPECIAL NOTARIAL PAPER 6F4516359  
[SEAL: NOTARY OFFICE OF PEDRO [STATE STAMP] [stamp: €0.15]  
ANTONIO ROMERO CANDAU, SEVILLE)

documents, which I have issued at the request of the party granting this power of attorney  
at Seville, on the twenty ninth of June of two thousand and five on four pages of special  
notarial paper, Series 6F, numbers 4516362 and the preceding pages in consecutive order.

FEES	
BASE:	
Numbers: *	
Fees: 0	

[SEAL: GENERAL COUNCIL OF  
SPANISH NOTARIES PUBLIC-  
OO76021620]

[Signature: illegible]

[SEAL: NOTARY OFFICE OF PEDRO  
ANTONIO (ILLEGIBLE), SEVILLE]

Collected today at Seville  
29 Nov 2005

Collected today at Seville  
7 Apr 2006

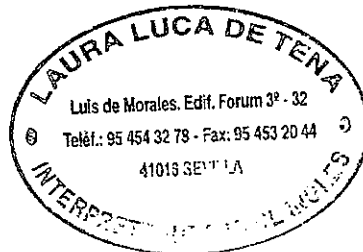
**COMPANIES REGISTRY OF SEVILLE PROVINCE**

....The above document with today's date was **REGISTERED** in **Volume 3530 of the Companies Section, folio 185 Page number SE-49550, entry 8**; with express exclusion of the person appointed from the Registry of Bankruptcy Resolutions, in accordance with the terms of article 61 bis of the Companies Registry Regulations. Attached is the complementary certification, duly certified by the same Notary Public on the 28<sup>th</sup> of June 2006.-

At Seville on the 25th of July of 2006

The Registrar,  
[SIGNATURE: ILLEGIBLE ]

[SEAL: COMPANIES REGISTRY OF  
SEVILLE PROVINCE]





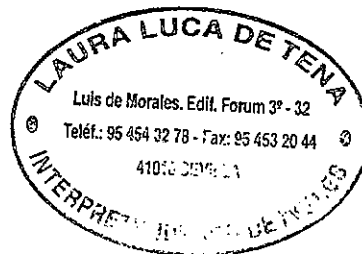
**THE UNDERSIGNED, COMPANIES REGISTRAR OF SEVILLE PROVINCE.-**

**HEREBY CERTIFY:** That the Company "**COLINA BEDAT, S.L.**" with C.I.F.(Corporate Tax Identification Number) B-91/226167-; confers a **POWER OF ATTORNEY** in favour of **MARIA ELENA HAURIE RELINQUE** by virtue of the deed executed at Seville, on the twenty seventh of June of two thousand and five before the Notary Public Pedro Antonio Romero Candau, with protocol number 3263, and which was registered at this Registry for which I am responsible on this date, on folio 185 of Volume 3530 of the General Companies Section, Page number SE-49550, entry 8.-

*All of the above is in accordance with the entry in the Register, to which I refer. And in witness whereof I hereby issue this certificate on one sheet of Registry Paper marked on the reverse side with Series C number 014480. Signed at Seville on the twenty fifth of July of 2006.*

[Signature: illegible]

[SEAL: COMPANIES REGISTRY OF  
SEVILLE PROVINCE]



**COMPANIES SEVILLE**

**PAGE: 1**

**LIST OF DOCUMENTS SENT TO THE BORME (OFFICIAL GAZETTE OF  
THE COMPANIES REGISTRY)**

**(ENTRY 1/2006/11.903.0)**

**DATE: 25/07/2006 TIME: 10.35**

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**COLINA BEDAT SL- B91226167**

---

**Grant of Power of Attorney**

Person Appointed: HAURIE RELINQUE, MARIA ELENA

Office or Function: Legal Representative

Date of Appointment: 24/06/2005 – Date of termination (\*\*): INDEFINITE

Registry Details:

Volume: 3530 ,Book: 0 , Folio: 185 , Section: 8 , Page : SE 49550

Entry: 8 / Date: 25/07/2006 Year Pre.: 2006

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**Amount for publication in BORME : 30.65 5,100P**

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**DOÑA MAGDALENA HAURIE VIGNE**, Secretary of the Board of Directors of the trading corporation "**COLINA BEDAT, SOCIEDAD DE RESPONSABILIDAD LIMITADA**", with its registered office at calle Cristo del Calvario, number 5, 2 derecha, Seville, registered in the Companies Registry of Seville, in volume 3530, folio 171, page number SE-49550, entry 1, with C.I.F. (Corporate Tax Identification Number) B-91226167.

**CERTIFY:**

That the Minute Book containing the resolutions of the Company includes a resolution by the Board of Directors which states literally for the current purposes:

"At the registered office on the 24<sup>th</sup> of June 2005.

**PRESENT:**

All the members of the Board of Directors being present, namely Teresa Relinque Chacón, Juan Haurie Briol, Luis Haurie Vigné, Magdalena Haurie Vigné, Juan Andrés Haurie Relinque, María Elena Haurie Relinque and Alejandro Haurie Relinque, it is hereby unanimously **RESOLVED:**

1. To grant Maria Elena Haurie Relinque power of attorney to act for and on behalf of the company to carry out any of the following:

To carry out any operations in relation to the current accounts of the grantor company, including to sign cheques and other documents drawn against the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order



documents; to formalise, modify or cancel contracts to open deposits, current accounts, term deposits or any other similar contract; to request certification or details of any of the bank statements of the company; to rent safety deposit boxes or terminate any such contracts; to establish direct debits or credit transfers for payments and deposits; to make or receive transfers; to request, obtain or cancel credit or debit cards in favour of the grantee of this power of attorney, the company or any other person related with the same; to constitute, modify and cancel contracts for the deposit of securities, fixed, variable or mixed income funds or of any other type; to formalise, modify and cancel lease, rental or factoring agreements or of any other kind; to charge fees for collection or payment of any kind of service or obligation assumed by the company or in favour of the same and in general to carry out any of the typical operations, whether credit or debit operations, with credit entities and for any amount, with the exception of those regarding constitution of loans with or without security.

2. To authorise Teresa Relinque Chacón to appear before a Notary Public to execute the corresponding public instrument.

The minutes were then unanimously approved by all those attending."



In witness whereof this certificate is issued at Seville on the 24th  
of June 2005.

[Signature: T Relinque]

[signature: M Haurie]

APPROVED: THE CHAIRWOMAN

THE SECRETARY

[SEAL: NOTARY OFFICE OF PEDRO  
ANTONIO ROMERO CANDAU, SEVILLE]



**CERTIFICATE OF AUTHENTICATION NUMBER 3303 OF THE  
RECORD OF PUBLIC DOCUMENTS.**-----

**I, PEDRO ANTONIO ROMERO CANDAU, Notary Public of the Notary Association of  
Seville, HEREBY CERTIFY:**-----

**That the signatures of Magdalena Haurie Vigne, with D.N.I (National Identification  
Document) No. 28307180-E and Teresa Delinque Chacón, with D.N.I (National  
Identification Document) No. 28222477M affixed in this document are genuine following  
their comparison with other signatures in my record books. -----  
At Seville on the twenty eighth of June of two thousand and six.-----**

**[STANDING AND LEGALISATION STAMP]**

**[SEAL: GENERAL COUNCIL OF  
SPANISH NOTARIES PUBLIC-  
OO77228913]**

**[Signature: illegible]**

**[SEAL: ROMERO CANDAU  
NOTARY OFFICE (ILLEGIBLE),]**

**Relating to entry 8  
on Page SE 49550 folio 185, Volume  
3530, Book- Companies Section-  
Seville, 25<sup>th</sup> of July 2006**

**[SEAL: ILLEGIBLE]**

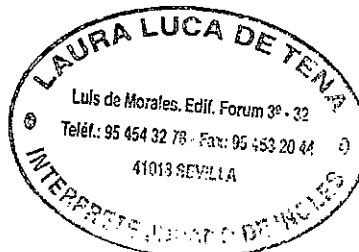
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**AFFIDAVIT**

**I, Laura Luca de Tena Sainz, English sworn translator in the province of Seville, declare  
that this is the faithful translation of the Spanish original attached.  
In Seville, on October 14, 2009**

**APOSTILLA**

**Doña Laura Luca de Tena Sainz, Intérprete Jurado de Inglés, certifica que la que antecede  
es traducción fiel y completa al inglés de un documento redactado en castellano.  
En Sevilla, a 14 de octubre de 2009.**



ADDITIONAL LABEL HERE  
Use label or Transport Collect label

2014年12月1日

**TOP**

**DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.**

DHL's liability shall not exceed US\$ 100 for any shipment. See conditions of carriage on the airbill.